



Invitation to Request for Qualification (RFQ)

Request for qualification (RFQ) for selection and empanelment of Consultants on success fee basis for providing technical support to the MAHAPREIT for scientific processing of Solid Waste for providing 'Steam as a Service (SaaS)' in Maharashtra, Gujarat and Goa

November 21, 2025

**MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE
TECHNOLOGY LTD. (MAHAPREIT),**

A Govt. of Maharashtra Undertaking

**Pinnacle Corporate Park B-501, Next to Trade Center, Bandra Kurla Complex, Bandra East, Mumbai
400051.**

<https://mahapreit.in>

Index

Sr. No.	Section No.	Particulars	Page No.	
			From	To
1	Section – 1	Detailed Invitation to Offer Notice	3	4
2	Section – 2	General Information	5	7
3	Section – 3	Instructions to Consultants	8	24
4	Section – 4	Scope Of Work	25	30
5	Section – 5	Eligibility Criteria	31	33
6	Section – 6	Annexures	34	55

SECTION-1
DETAILED INVITATION TO OFFER NOTICE

MAHATMA PHULE RENEWABLE ENERGY AND INFRASTRUCTURE TECHNOLOGY LTD.

RFQ No.: - MAHAPREIT/SaaS-CON/RFQ-11/2025

Online electronic bid for below-mentioned work is invited by the Executive Director (Operations) on behalf of MAHAPREIT, Mumbai from the prospective, reputed, experienced and technically sound parties **for empanelment of Consultants on success fee basis for providing technical support to the MAHAPREIT for scientific processing of Solid Waste for providing 'Steam as a Service (SaaS)' in Maharashtra, Gujarat and Goa.**

The time schedule for various bidding phases is given in the detailed e- RFQ notice, which is also available on the website as part of the bid document.

Sr. No	Name of work	Estimated Cost	RFQ Document Cost (Rs.)	EMD Amount (Rs)	Period of Empanelment
1	For empanelment of consultants on success fee basis for providing technical support to the MAHAPREIT for scientific processing of Solid Waste for providing 'Steam as a Service (SaaS)' in Maharashtra, Gujarat and Goa	-----	Rs. 1000/ +GST	Rs. 1,00,000/-	2 years (From the date of issuing of LOE)

RFQ document is available on to websites <https://mahatenders.gov.in> and <https://mahapreit.in> and www.mahapreit.in from 21/11/2025 to 04/12/2025 online. RFQ shall be accepted on website <https://mahatenders.gov.in> and <https://mahapreit.in/> only.

All Consultants are hereby cautioned that the e-bid containing any deviation from the contractual terms and conditions, and other requirements and conditional e-RFQ shall be rejected.

1. Validity Period: The bid of the Consultant shall remain valid for 180 days from the date of opening of the RFQ.
2. The Consultants participating for the first time in e-RFQ will have to procure Digital Signature Certificate as well as should compulsory get themselves enrolled on e-tendering portal <https://mahatenders.gov.in> and <https://mahapreit.in/>
3. If any assistance is required regarding e-RFQ (upload and download), CGM (IT) of MAHAPREIT. cgm.it@mahapreit.in
4. All requisite information required for the submission of RFQ is available on the above website.
5. All right is reserved by the Competent Authority to reject any or all RFQ in full or in part of without assigning any reason or accept the bid beyond the validity period.

Time Schedule for RFQ

S. N	Particulars	Details
1	RFQ No.	MAHAPREIT/SaaS-CON/RFQ-11/2025
2	Project name	Empanelment of consultants on success fee basis for providing technical support to the MAHAPREIT for scientific processing of Solid Waste for providing 'Steam as a Service (SaaS)' in Maharashtra, Gujarat and Goa
3	Cost of RFQ Document (Non-Refundable)	Rs. 1000/- (+ 18% GST)
4	Earnest Money Deposit EMD	Rs. 1,00,000/- Rs. One Lakh only. (Online Mode Only through payment gateway) (MSMEs shall be exempted from payment of EMD fees provided the MSMEs submit valid MSME registration certificate)
5	Start Date for downloading the RFQ	21/11/2025
6	Date and Time of Online / Offline Prebid Meeting	27/11/2025 at 15.00 Hrs
7	Last date of submission of prebid queries	28/11/2025 at 18.00 Hrs
8	Time and date of Opening of RFQ	05/12/2025 at 15.00 Hrs
9	Contact No. in case of any queries.	Contact No. 02269214431/426
10	Email Id for clarification of RFQ	cgm.etap@mahapreit.in / ed.opr@mahapreit.in

SECTION-2

General Information

2.1. DEFINITIONS:

2.1.1 MAHAPREIT- MAHAPREIT shall mean the Mahatma Phule Renewable Energy and Infrastructure Technology Ltd. (a Subsidiary Company of MPBCDC Ltd.). The Head quarter of the MAHAPREIT is Mumbai.

2.1.2 REGISTERED ADDRESS FOR COMMUNICATION

Mahatma Phule Renewable Energy and Infrastructure Technology Ltd (MAHAPREIT),
(A Subsidiary Company of MPBCDC Ltd)
B-501Pinnacle Corporate Park, Next to Trade Center,
Bandra Kurla Complex, Bandra East, Mumbai 400051.

2.1.3 WEBSITE:

Website means official web sites for e-tendering having following web address
<https://mahatenders.gov.in>

2.1.4 EXECUTIVE DIRECTOR

Executive Director shall mean Executive Director of MAHAPREIT.

2.1.5 COMPETENT AUTHORITY:

Competent Authority shall mean the Managing Director of MAHAPREIT.

2.1.6 CONSULTANT:

Consultant shall mean the firm or company who enters into a contract with MAHAPREIT to provide technical consultancy services.

2.1.7 WORK:

Work Shall mean all the tasks, services, and deliverables to be performed by the Consultant as detailed in the 'Scope of Work' section of this RFQ document, including but not limited to feasibility studies, DPR preparation, bid process management, and project management consultancy.

2.2 RFQ DATA AT A GLANCE:

Sr. No	Particular	Details
2.2.1	Name of work	RFQ for Empanelment of Consultants on success fee basis for providing technical support to the MAHAPREIT for scientific processing of solid waste for providing 'Steam as a Service (SaaS)' in Maharashtra, Gujarat and Goa
2.2.2	RFQ Document Cost Rs	Rs. 1000/- plus 18% GST.

2.2.3	Earnest money Deposit (EMD)	Rs. 1,00,000/- Rs. One Lakh only. (Online Mode Only through payment gateway) (MSMEs shall be exempted from payment of EMD fees provided the MSMEs submit valid MSME registration certificate)
2.2.4	Empanelment Fees	Rs. 50,000/- + GST (to be paid by qualified successful Consultants prior to issue of Letter of Empanelment (LoE) by MAHAPREIT)
2.2.5	Mode of payment (EMD)	RFQ document cost and EMD amount shall be paid through E-payment gateway.
2.2.6	Security Deposit	At the time of work allocation.
2.2.7	Mode of submission of tender	bid should be submitted on-line on https://mahatenders.gov.in and https://mahapreit.in/ only.
2.2.8	Any addendum / corrigendum /cancellation	Any addendum/ corrigendum/ cancellation of above RFQ will be published on the website https://mahatenders.gov.in and https://mahapreit.in/
2.2.9	Bid Documents	Bid Documents consisting of, information and eligibility criteria, plans, specification and schedule of quantities of the works are available on web site https://mahatenders.gov.in and https://mahapreit.in/ And the set of terms and conditions of contract and other necessary documents can be seen on the web site till last date of sale and receipt of RFQ. Interested Consultant may obtain further information at the website https://mahatenders.gov.in and https://mahapreit.in/
2.2.10	Bid acceptance period	The bid for the work shall remain open for acceptance for a period of 180 days from the date of opening of technical bid. If any Consultant withdraws his bid/ offer before the said period or makes any modification in the terms and condition of the bid, the EMD at the time of submission of tender shall stand forfeited.
2.2.11	Other Details	Other details including details of Portal Registration, Submission of bid, Resubmission and withdrawal of bid can be seen in the bidding documents which is available in web site https://mahatenders.gov.in and https://mahapreit.in/
2.2.12	Documents to be uploaded	The PDF copies of original Documents should be uploaded on above mentioned website and should be produced for the verification on demand after opening of the RFQ Bid.

		The Consultants who participated in the on-line bidding can witness opening of the bid from any system logging on to the portal, https://mahatenders.gov.in and https://mahapreit.in/ away from opening place. The bid can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and transaction in the next working day.	
2.2.13	RFQ Acceptance Authority	Executive Director (Operations), MAHAPREIT	
2.2.14	Primary Eligibility	Consultants must be empanelled with the Ministry of Urban Development (MoUD), Gol vide OM No. A-46020/3/2013-EA dated 27/11/2014 for providing support in Solid Waste Management and its further amendment issued by the Ministry from time to time.	
2.2.15	MAHAPREIT bank details	Bank Name	Bank of Maharashtra
		Account Name	MAHATMA PHULE RENEWABLE ENERGY AND INFRA STRUCTURE TECHNOLOGY
		Account No	60436723381
		IFSC:	MAHB0000164
		Branch Code:	00164
		Branch Address	CENTRAL ADMN. BLDG, M.H.B. KALANAGAR, BANDRA (E), MUMBAI 400051

The detailed step by step procedure for uploading the Main Documents, required RFQ papers, Payment of RFQ fee, and E.M.D through E payment Gateway is available on the e-Tendering website <https://mahatenders.gov.in> and <https://mahapreit.in>

Consultants have to follow the instructions given on the above web site for filling up Main Tender Forms Online.

SECTION - 3

INSTRUCTIONS TO CONSULTANTS

For Empanelment of Consultants on success fee basis for providing technical support to the MAHAPREIT for scientific processing of solid waste for providing 'Steam as a Service (SaaS)' in Maharashtra, Gujarat and Goa

3.1 BACKGROUND & OBJECTIVES -

- MAHAPREIT is spearheading initiatives for the scientific processing of Municipal Solid Waste (SW) and its utilization as a primary fuel for generating steam, which will be provided as 'Steam as a Service' (SaaS) to industrial sectors. This project aims to address urban waste management challenges, reduce the carbon footprint of industries, and create a sustainable revenue model.
- To achieve this, MAHAPREIT requires the services of experienced and qualified consulting firms to provide end-to-end technical support. The scope includes feasibility studies, Detailed Project Report (DPR) preparation, bid process management, and project management consultancy during implementation.
- This RFQ is for the empanelment of such Consultants. The selection of Steam as a Service (SaaS) providers (Concessionaires) will be a subsequent process managed with the support of the empanelled consultants.
- Consultants empanelled with the Ministry of Urban Development (MoUD), Gol vide OM A-46020/3/2013-EA dt:27/11/2014 for providing support to cities/towns for solid waste management are eligible to apply.
- The assignment is on a 'Success Fee Basis', with payments linked to the successful completion of defined milestones and receipt of payment from clients/ULBs/industrial sectors.

At this stage bids are invited for empanelment of the **Consultancy Agencies**. The financial offers will be called from empanelled agencies as on when the requirement of such service/work arise.

3.2 IMPORTANCE OF STEAM as a SERVICE (SaaS):

Steam as a Service (SaaS) – A Flexible, Cost-Effective Solution for Industries

Steam is a critical utility used across various industries, including manufacturing, food processing, pharmaceuticals, textiles, chemicals, and energy generation. Traditionally, industries have invested heavily in the infrastructure and operation of their own steam generation systems, which can be capital-intensive and resource-draining. The concept of Steam as a Service (SaaS) offers a flexible, cost-effective alternative that brings several advantages to industries and commercial establishments.

a) Cost Efficiency:

By opting for Steam as a Service, industries can avoid the significant capital expenditure (CAPEX) associated with building and maintaining their own steam generation plants. The pay-per-use model allows businesses to allocate resources more efficiently, shifting from fixed to variable costs. This helps optimize operational budgets and improves cash flow management.

b) Operational Flexibility:

SaaS allows businesses to access steam on-demand, scaling their consumption up or down based on operational needs. This flexibility is particularly beneficial in industries where steam demand fluctuates due to seasonal changes, production cycles, or product line variations. The ability to adapt quickly without the burden of overcapacity or underuse offers a major competitive advantage.

c) Reliability and Quality Assurance:

Steam as a Service providers ensure high levels of reliability and consistency, meeting the exact pressure, temperature, and quality standards required for various industrial processes. With specialized providers managing steam generation, industries can count on a continuous, uninterrupted supply of steam, reducing the risk of downtime caused by equipment failures or maintenance issues.

d) Reduced Environmental Impact:

Outsourcing steam generation to specialized providers enables the adoption of more energy-efficient technologies and cleaner energy sources. Many SaaS providers use modern, sustainable solutions to generate steam, which can reduce carbon footprints, comply with regulatory environmental standards, and align with corporate sustainability goals.

e) Focus on Core Competencies:

By outsourcing steam generation, businesses can focus on their core operations while leaving the management of steam systems to experts. This allows companies to concentrate on their primary products or services, improving efficiency and productivity across other critical areas of their business.

f) Risk Mitigation:

With ever-changing regulatory requirements and the increasing complexity of managing energy systems, SaaS providers assume the responsibility for compliance with local and national standards, safety regulations, and environmental guidelines. This reduces the regulatory and operational risk for industries, as they rely on experienced professionals to manage these aspects.

Steam as a Service (SaaS) provides industries with a smarter way to manage steam usage—improving cost-efficiency, operational flexibility, reliability, and sustainability, while reducing environmental impact and operational risks. It is a transformative solution for industries and commercial establishments looking to optimize their energy consumption and focus on innovation and growth.

3.3 INFORMATION AND INSTRUCTIONS TO CONSULTANTS:

- 3.3.1** Online e-RFQ is invited by MAHAPREIT for Empanelment of Consultants on success fee basis for providing technical support to the MAHAPREIT for scientific processing of Solid Waste for providing 'Steam as a Service (SaaS)' in Maharashtra, Gujarat and Goa.
- 3.3.2** The Consultants should download Main e-RFQ Document from the website. <https://mahatenders.gov.in> and <https://mahapreit.in>
- 3.3.3** The Online forms of master filter should be filled in completely and all questions should be answered. All information requested for in the enclosed forms should be furnished against the respective columns in the form. If any query is not relevant, it should be stated as "Not Applicable". Only 'dash' reply will be treated as incomplete information. All Consultants are cautioned that incomplete information in the application or any change(s) made in the prescribed forms will render application to be treated as non-responsive.
- 3.3.4** The Main e-RFQ document shall be typed on Consultant's letterhead and the signed scanned copy shall be uploaded.
- 3.3.5** Any overwriting or correction shall be attested. All pages of the Main e-RFQ document shall be numbered and should be submitted as a package with a signed letter of transmittal.
- 3.3.6** All the information must be filled in English language only.
- 3.3.7** Information and certificate(s) furnished along with the application form (the respective application that vouches to the suitability, technical know-how and capability of the Consultants) should be signed by the Consultants.
- 3.3.8** The Consultants are encouraged to attach any additional information, (PDF copies of similar work orders which were already carried out, regarding his capabilities). No further information will be entertained after submission of Main RFQ document unless it is requested by **MAHAPREIT**.
- 3.3.9** The Main e-RFQ document in prescribed forms as required in this booklet duly completed and signed should be uploaded on web site along with all relevant documents. The documents submitted in connection with the pre- qualification shall be treated as confidential and will not be returned.
- 3.3.10** The cost incurred by Consultants in preparing this bid, in providing clarification or attending discussions, meetings, conferences in connection with this document, shall not be reimbursed by the MAHAPREIT under any circumstances.

3.4 METHOD OF APPLYING: -

If the application is made by a firm in partnership, it shall be digitally signed by all Partners of the firm giving their full Typewritten names and current addresses or by a partner holding valid power of attorney on behalf of the firm by signing the application, in which case a

certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed, and the current address of all the partners of the firm shall also accompany the application.

If the application is made by an LLP, it shall be digitally signed by a duly authorized person holding the power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such an LLP may be required to furnish satisfactory evidence of its existence before the pre-qualification is awarded.

The application shall be signed to be legally binding on all partners.

3.5 REVISION OR AMENDMENT OF RFQ DOCUMENTS: -

- 3.5.1** All Rights are reserved to revise or amend the RFQ document released on website, prior to time specified in time schedule for main e-RFQ preparation. Any further revisions, amendments or time extensions shall be communicated to all be displayed on website: <https://mahatenders.gov.in> and <https://mahapreit.in/>
- 3.5.2** The amendment shall be part of the RFQ Documents and will be notified by publication in the MAHAPREIT website as well as mahatender website and will be binding on the prospective Consultants.
- 3.5.3** All the intending Consultants are advised to keep a close watch on the website of MAHAPREIT and mahatender in their own interest.

3.6 EARNEST MONEY DEPOSIT: -

All Consultants shall pay their entire E.M.D. and payment shall be made through E- Payment gateway (uploading payment receipts). EMD Exemption is allowed to Consultant having valid MSME certificate.

3.7 REFUND OF EARNEST MONEY: -

After acceptance of the bid of successful Consultants, the E.M.D. of other Consultants will normally be refunded within 28 days. The earnest money amount shall not carry any interest whatsoever.

3.8 EMPANELMENT FEES:

The successful Consultant shall have to pay Rs. 50,000/- (Fifty thousand only) plus GST, non-refundable empanelment fees prior to the issue of Letter of Empanelment (LoE) by MAHAPREIT.

3.9 MANNER OF SUBMISSION OF RFQ AND ITS ACCOMPANIMENTS:

- 3.9.1** The Consultant must download the bid document from website, fill it completely and upload on web site by scanning and digitally signing wherever necessary. Main RFQ Documents are to be prepared and submitted online Only.
- 3.9.2** The detailed step by step procedure for uploading the Main RFQ Documents, required RFQ papers, payment of RFQ fee and E.M.D through E payment Gateway is available on the e-Tendering website of Govt. of Maharashtra <https://mahatenders.gov.in> and <https://mahapreit.in/>. Consultants must follow the instructions given on the above web site for filling up Main RFQ Forms Online.
- 3.9.3** The Consultant shall submit the tender and documents online as per the E-Tendering procedure.

3.10 CONFLICT OF INTEREST: -

- 3.10.1** The selected Consultants should provide transparent, professional, objective, impartial service and hold MAHAPREIT's interest paramount with utmost integrity.
- 3.10.2** The selected Consultants shall not downstream or outsource any part of the scope of work from any agency or the advisors appointed by the MAHAPREIT or sublet the work assigned.
- 3.10.3** Non-disclosure of such an association will lead to termination of the Agency.
- 3.10.4** In view of the conflict of Interest, the Professional Steam as a Service (SaaS) firm having a relation in a Member of the MAHAPREIT shall be barred from applying to the said RFQ.

3.11 Clause: Payment and Risk Allocation (Success Fee Model)

3.11.1 Success Fee Payment:

The empanelled Consultant/Agency shall be eligible for payment **only upon actual implementation** of the project and **receipt of corresponding payment** by MAHAPREIT from the concerned beneficiary entity (such as ULB, Industrial Estate, or Concessionaire).

3.11.2 No Payment for Non-Implemented Projects:

If, for any reason whatsoever, the project is not implemented, deferred, cancelled, or modified in a manner that prevents its execution—whether due to non-approval by ULBs, funding constraints, policy or administrative reasons, land or environmental issues,

or withdrawal by any party—**no payment or claim of any nature shall be due to the Consultant/Agency** from MAHAPREIT.

3.11.3 Assumption of Risk:

The Consultant/Agency **acknowledges and accepts** that all risks related to project development, approvals, financing, and implementation lie solely with them. MAHAPREIT shall not, under any circumstances, be liable to compensate the Consultant/Agency for any cost, time, effort, or resources spent if the project fails to materialize.

3.11.4 Condition Precedent to Payment:

Payment shall be released **only after** MAHAPREIT has received the corresponding amount from the beneficiary entity against the implemented project milestone.

3.11.5 No Minimum Commitment:

Empanelment does not constitute any assurance, commitment, or guarantee by MAHAPREIT for award of work or for any minimum payment.

3.12 Legal Enforceability & Arbitration:-

This Agreement shall be governed by and construed in accordance with the laws of India. Courts at Mumbai shall have exclusive jurisdiction."

3.14 QUALIFYING CONDITIONS: -

For the empanelment with MAHAPREIT, the prospective Consultants should fulfil the following eligibility criteria: -

- a) The consultancy firm must be registered and incorporated in India, possessing a valid legal entity status.
- b) Consultant should have an office in India and should establish an office preferably in Mumbai or in any city of Maharashtra within 3 months from the date of empanelment.
- c) The Consultant shall be GST registered.
- d) The Consultant shall have a positive Net-worth during the last financial year (FY 2024-25). A CA Certificate shall be attached as per format in annexures.
- e) The Consultant shall have an average annual turnover of Rs. 5 Cr. during the preceding 3 financial years. (FY 2024-25, 2023-24, 2022-23).
- f) **The consultant must be empaneled with MoUD, Gol vide OM A-46020/3/2013-EA dt:27/11/2014 for providing support to the cities/towns for solid waste management and its subsequent orders issued by Ministry time to time. A copy of Letter of Empanelment (LoE) shall be furnished along with RFQ submitted.**

- g) The consultancy firm should have a minimum of 05 years of experience in the solid waste management and infrastructure consultancy sector, specifically in project feasibility, DPR preparation, and transaction advisory.
- h) The bidder should have at least 5 team members and shall have following qualifications: -
 - i. **Team Leader cum SWM Specialist:** ME Civil/environment with 25 years of relevant field experience in solid waste management India, preparation of DPR for SWM best practices and should have experience of working on projects funded by national and international funding agencies
 - ii. **Deputy team leader:** ME Civil/environment with 15 years of implementation of solid waste management projects in India, preparation of DPR for SWM under SBM and other mission projects in India. Should have successfully completed implementation of processing of SW and other infrastructure
 - iii. **Municipal Finance and Institutional Specialist:** Specialist in municipal finance, institutional analysis, and governance issues, particularly related to local government agencies. The candidate should be post-graduate in the Finance or CA / ICWA or equivalent.
 - iv. **Civil engineer (Industrial):** BE civil with 10 years of experience in construction supervision of industrial building projects, should have sound knowledge of progress monitoring, quality control, Graduate in Civil Engineering equivalent with Minimum 5 Years of Overall Experience with 3 Years of Experience in SWM sector. He should have worked in planning, designing & Preparation.
 - v. **Mechanical engineer (Plant and Machinery):-** Graduate engineer in Mechanical with at least 7 years with experience in planning and design or O&M industrial setups preferably related to SWM treatment plants or water and sewerage treatment plants.
- i) The agency must possess experience in Bid Process Management/Transaction Advisory for SW projects. (For at least 5 years, above DPR 500 TPD at least for 2 years)
- j) The agency must have experience as an Independent Engineer / Project Management Consultant for supervision of similar SWM projects (For at least 3 projects in last 5 years)
- k) Consortiums/Joint Ventures are **not allowed**.
- l) MAHAPREIT reserves the right to withdraw the work & get it completed by any other agency at the risk & cost of the consultant, if performance is unsatisfactory. Further, the said agency may be de-listed for a period of one year from participating in any bids invited by MAHAPREIT.
- m) The Consultant should not be blacklisted by any Central or State Government or Public sector undertaking in India.

3.15 OTHER CONDITIONS:

- 3.15.1** The interested Consultant has to submit the bid online only and no offline bid is accepted.
- 3.15.2** The interested agencies may also send their queries by email on the following email Id. cgm.etap@mahapreit.in. Queries received after the prebid meeting date shall not be considered for clarification.
- 3.15.3** The interested parties / agencies shall submit all the relevant papers online with the bid. No hard copy submission is accepted.
- 3.15.4** Any disputes or differences that may arise out of or in connection with this RFQ, shall have exclusive jurisdiction of Mumbai Court.
- 3.15.5** The RFQ will be evaluated on suitability criteria mentioned above for the bid submitted by Consultants.
- 3.15.6** MAHAPREIT reserves the right to reject any or all bid in part or full without assigning any reasons.
- 3.15.7** Information relating to the examination, clarification, evaluation, and comparison of submitted Bid and recommendations for the award of an empanelment shall not be disclosed to Consultants or any other persons not officially concerned with such process until the award of empanelment to the successful Consultant has been announced. Any effort by a Consultant to influence the Employer's processing of Bid or award decisions may result in the rejection of his Bid.
- 3.15.8** Any effort by the Consultant to influence the Competent Authority in the Competent Authority's bid evaluation, bid comparison or award of empanelment or any decisions may result in the rejection of the Consultants 'Bid.
- 3.15.9 Allotment of work to more than one Consultant:** - "MAHAPREIT reserves the right to allot the work to more than one Consultant. In this regard, the qualified agencies have to match the highest revenue sharing rate of the Consultant. If they match the rates, then they shall be considered for allotment of work. MAHAPREIT reserves the right to allot the work (Steam as a Service) as per the policies / objectives of MAHAPREIT.

3.16 GENERAL INSTRUCTIONS: -

3.16.1 General: -

The special conditions of contract are to be read in conjunction with General conditions of contract. If there are any variations or discrepancies or conflicting provision, the provisions in Special Conditions shall take precedence over the provisions in the General Conditions of contract.

3.17 PREPARATION OF BID: -

3.17.1 Language of Bid: -

The bid prepared by the Consultant and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Consultant and MAHAPREIT shall be written in English language only. In case a document, certificate, printed literature, etc.

furnished by the Consultant in a language other than English, the same should be accompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

3.18 DETAILED INSTRUCTIONS & DOCUMENTS TO BE FURNISHED FOR BIDDING:

3.18.1 Scanned copies of the following documents:

3.18.1.1 Tender fee and EMD receipt.

3.18.1.2 Company registration certificate & PAN, TAN, GST Tax Registration.

3.18.1.3 Audited Balance sheet of last three years (CA certified)

3.18.1.4 Positive net worth certificates from Chartered Accountant.

3.18.2 Annexures:

3.18.2.1 Annexure-1: Check List of Technical bid

3.18.2.2 Annexure-2: Covering Letter

3.18.2.3 Annexure-3: Format of Power of Attorney for Signing Bid (to be on stamp paper)

3.18.2.4 Annexure-4: Details of Consultants

3.18.2.5 Annexure-5: Turnover Certificate (including Net Worth Certificate)

3.18.2.6 Annexure-6: Eligible Project Experience of Consultant

3.18.2.7 Annexure-7: Experience in Detailed Project Report (DPR) Preparation for SW Processing Plants (To be submitted on the Consultant's Letterhead)

3.18.2.8 Annexure-8: Format for Submission of Details for 'Bid Process Management / Transaction Advisor' Experience (To be submitted on the Consultant's Letterhead)

3.18.2.9 Annexure-9: Proposed Team Details (CVs in specified format)

3.18.2.10 Annexure-10: Contact Person for the RFQ

3.18.2.11 Annexure-11 Declaration by the Consultants (To be submitted on the Letterhead of company)

3.18.2.12 Annexure-12 Draft Empanelment Agreement

The Consultants have to submit all documents with an authorized Signature and company stamp. Documents without authorized signatures and stamps will not be accepted.

3.15.1 Instructions:

While submitting the Technical bid, the Consultants shall, in particular, ensure that:

3.15.1.1 A brief description of the firm and an outline of the relevant past experience on assignments and highlighting experiences on implementation of Steam as a Service (SaaS) projects in the format given in Form.

3.15.1.2 The composition of the team of personnel which the Consultants would propose to provide with the details of name of the key personnel, his/ her area of expertise, position and the tasks which would be assigned to each team member as well as previous experience.

3.15.1.3 The bid without the cost of the RFQ document shall not be considered for evaluation & shall be out rightly rejected.

3.15.1.4 MAHAPREIT reserves the right to verify all statements, information and documents submitted by the Consultants in response to the RFQ. The limitation of MAHAPREIT to undertake such verification shall not relieve the Consultants of its obligations or liabilities here under nor will it affect any rights of MAHAPREIT there under. In case it is found during the evaluation or at any time before the Empanelment or after and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Consultants or the Consultants has made material misrepresentation or has given any materially incorrect or false information, the Consultants shall be disqualified forthwith if not yet empaneled as the auditor by a communication in writing by MAHAPREIT without MAHAPREIT being liable in any manner whatsoever to the Consultants, as the case may be.

3.16 DISQUALIFICATIONS:

MAHAPREIT may at its sole discretion and at any time during the evaluation of the bid, disqualify any Respondent if the Respondent has:

- 3.16.1** Submitted the bid documents after the response deadline;
- 3.16.2** Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- 3.16.3** Submitted a bid that is not accompanied by required documentation or is non-responsive;
- 3.16.4** Failed to provide clarifications related thereto, when sought;
- 3.16.5** Submitted more than one bid;
- 3.16.6** Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.

3.17 PRE-BID MEETING: -

- 3.17.1** The Consultant(s) or his designated representative are invited to attend an Online / Offline "Pre-Bid Meeting" which will be held at the address specified.
- 3.17.2** The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
- 3.17.3** Text of the questions raised, and the responses given, together with any responses prepared after the meeting, will be uploaded on MAHAPREIT website / MAHAPREIT e-tendering website. Any modification of the Contents of Bidding Documents that may become necessary as a result of the Pre-Bid Meeting shall be made through the issue of a Corrigendum published on <https://mahatenders.gov.in> and <https://mahapreit.in/>.
- 3.17.4** Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Consultant.

3.18 FORMAT AND SIGNING OF BID: -

- 3.18.1** The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a

person or persons duly authorized to sign on behalf of the Consultant (as per POA). The name and position held by each person signing must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.

3.18.2 The Bid shall contain no alterations, omissions, or additions unless such corrections are initialed by the person or persons signing the Bid.

3.18.3 In case of e-tendering, signed documents to be uploaded.

3.19 SUBMISSION OF BID: -

The bid shall be submitted through e-tender mode in the manner specified elsewhere in RFQ document. No Manual/ Hard Copy (Original) bid shall be acceptable.

3.20 DEADLINE FOR SUBMISSION OF BID: -

The bid must be submitted through e-tender mode not later than the date and time specified in the tender documents/BID.

3.21 MODIFICATION AND WITHDRAWAL OF BID: -

The Consultant may withdraw or modify its bid after bid submission but before the due date and time for submission as per the tender document.

3.22 BID OPENING AND EVALUATION: -

3.22.1 Employer's right to accept any bid and to Reject any or all bid: -

MAHAPREIT reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bid, at any time prior to award of Contract, without thereby incurring any liability to the affected Consultant or Consultants or any obligations to inform the affected Consultant or Consultants of the ground for MAHAPREIT's action.

3.22.2 Bid Opening: -

3.22.2.1 Technical Bid Opening: -

MAHAPREIT will open Technical Bids as per the date of opening the bid

3.23 EMPANELMENT OF CONSULTANTS: -

Subject to all terms and conditions of RFQ / Tender documents & its amendments, MAHAPREIT will empanel the qualified successful Consultants.

3.24 PERIOD OF ENGAGEMENT:

The empanelment shall be valid for a period of 24 months (from the date of empanelment LoE issuing date) which may be extended by another one year by MAHAPREIT based on the requirement and is whole discretion of MAHAPREIT.

3.25 MUTUAL DISCUSSIONS: -

In the event of a dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement or the breach, termination or validity hereof, the Parties shall endeavor to resolve such dispute in good faith in the first instance within 30 (thirty) days of the notice of such a dispute by mutual discussions between the Parties.

3.26 ARBITRATION: -

In the event of failure to resolve dispute/ differences related to Contract/Agreement and relating to interpretation of the clauses therein the parties are hereby agreed for its resolution / Adjudication etc. by referring it to the **Institutional Arbitration** established /recognized by the State Govt/Central Govt. and the dispute can be get resolved within the framework of the **Arbitration Act 2015** and in terms of rules and regulations of such institutional arbitration such as **Mumbai** center of Arbitration etc.

3.27 MAHAPREIT Vendor Registration Procedure: - Bidder shall complete the vendor registration before apply on the tender portal. The procedure for vendor registration is given below: -

1) Steps involved in the Vendor Registration: - The bidder / vendor has to follow following steps for Vendor Registration.

a) Step-1 - Log – in in vendor registration site

- i) Log in to MAHAPREIT website
- ii) Go to link Register now.

b) Step -2 – Filling in details of vendor in the Vendor Registration Form (Online Form)

- i. Mention the category for Vendor Registration :- Manufacturers / Authorized Dealers or Channel Partners / Suppliers / Consultants / Service Providers, Contractors / RE Project Developers / Infrastructures Developers / Software Programmers / Hardware Suppliers / Investors / Fund Arrangers/ ESG Agencies/ Any other category etc.
- ii. Enter the details of vendor and upload scanned copies of Incorporation certificate / Proprietary certificate / Partnership Deed/Shop & Establishment Act Certificate. Or any other relevant certificate etc.
- iii. PAN, GST Registration.
- iv. Experience: - Purchase / Work Order Copies.
- v. List of orders executed.
- vi. Reputed Clientele details if any.
- vii. Turnover and Net-worth certificate for last three years from CA.
- viii. Factory License for Manufacturer if any
- ix. MSME / Udyam Registration.
- x. ISO Certification, if any. xi) Company Incorporation

xi. Authorised Dealership certificate.

c) Step -3 – Payment of vendor registration fee.

d) Step – 4 – Physical verification of vendor's documents.

e) Step -5 – Inspection of factory if necessary.

f) Step -6 – Recommendation from concerned vertical heads.

g) Step -7 – Submission of proposal to Hon. MD for approval.

h) Step -8 – Registration of vendor in the System in the appropriate category by IT Department of MAHAPREIT.

i) Step- 9 – Intimation to Vendor.

2) Online Link for Vendor Registration Form: - The bidders / vendors are requested to use the online Vendor Registration Form available on this online link and submit the same duly filled in with all relevant information, required documents and registration fee.

3) Vendor Registration Fee :- The bidder has to deposit vendor registration fee of 2500/- plus 18 % GST by Cash / NEFT in following bank.

Name of the organization:- Mahatma Phule Renewable Energy and Infrastructure Technology Ltd.

Name of the bank:- Bank of Maharashtra.

Branch:- Kalanagar Bandra (E).

Account No:- 60436723381.

IFS Code:- MAHB0000164.

4) Disclaimer: -

4.1 The vendor registration is compulsory for each participating bidder in the tender / RFP/RFQ/EoI of MAHAPREIT. Hence, unregistered vendor may not be able to participate in MAHAPREIT tendering process. This vendor registration / enrolment does not guarantee any work allocation for MAHAPREIT projects to the registered vendors. Even after the registration, the registered vendors shall have to participate in the tender process of MAHAPREIT and become technically qualified for the tender / RFP/ RFQ/ EoI as the case may be and shall have to stand lowest."

4.2 Though adequate care has been taken while preparing the Tender / RFP / RFQ/ EoI document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of MAHAPREIT immediately. If no intimation is received from any bidder within 07 (Seven) days from the date of issuance of Tender / RFP /RFQ / EoI documents, it shall be considered that the document is complete in all respect and has been received / acknowledged by the bidder(s).

4.3 Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT) reserves the right to modify, amend or supplement this document.

4.4 This Tender /RFP /RFQ/ EoI document has been prepared in good faith, and on best endeavour basis. Neither MAHAPREIT nor their employees or advisors make any

representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

4.5 In case of any discrepancy in the documents uploaded on the websites of MAHAPREIT, <https://mahapreit.in/> and <https://mahatenders.gov.in/nicgep/app>, the documents uploaded on the <https://mahatenders.gov.in/nicgep/app> website will prevail.

5) Contact Person :- For IT related queries,

Shri. Sunil Mahajan, Chief General Manger (IT) – 9594077550.

3.28 TERMINATION OF CONTRACT/EMPANELMENT AGREEMENT:

The MAHAPREIT may by giving not less than thirty (30) days written notice of termination to the Consultant, terminate this agreement upon the occurrence of any of the events specified in paragraph as below.

- 3.28.1** If the Consultant fails to remedy a failure in the performance of his obligations hereunder, as specified in a notice of suspension pursuant thereof, within thirty (30) days of receipt of such notice of suspension or within such further period as the MAHAPREIT may have subsequently approved in writing. Or
- 3.28.2** If the Consultant becomes insolvent or bankrupt or enter into any agreement with his creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or
- 3.28.3** If MAHAPREIT found that the Consultant has provided false, & wrong information while bid submission; or
- 3.28.4** If the Consultant submits to the MAHAPREIT a statement which has an effect on the rights, obligations or interests of the MAHAPREIT and/or which the Consultant knows to be false; or
- 3.28.5** If as the result of a Force Majeure Event, the Consultant is unable to perform the Services for a period of not less than sixty (60) days, or
- 3.28.6** If MAHAPREIT found any defect/inadequacy/errors/inability/non-competency etc. in the Consultant in relation to the performance of the Services which are not in accordance to the Good Industry Practices or the provisions of this RFQ, or

3.28.7 If the MAHAPREIT, in its own discretion and for any reason whatsoever, decides to terminate this Agreement.

3.29 FINAL DECISION-MAKING AUTHORITY:

The Competent Authority of MAHAPREIT reserves the right to accept or reject any or all the RFQ in part or full for this RFQ without assigning any reasons thereof and his decision will be final.

3.30 FORCE MAJEURE:

3.30.1 Force Majeure Event : The Parties hereto agree that a Force Majeure Event shall mean any unforeseeable act or event that prevents the affected Party from performing its obligations under this Agreement or complying with any conditions required by the other Party under this RFQ and such act or even is beyond the reasonable control and not because of any fault of the affected Party and such Party has been unable to avoid such an act or event by the exercise of prudent foresight and due diligence.

Without prejudice to the foregoing, the Parties hereto agree that the occurrence of any of the events shall also be deemed to be a Force Majeure Event:

3.30.1.1 War and other hostilities whether war to be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo that directly impacts the provision of services by the Consultant under the Agreement.

3.30.1.2 Rebellion, revolution, insurrection, military or usurped power and civil war that directly impacts the provision of services by the Consultant under the Agreement.

3.30.1.3 Riot, civil commotion, terrorism, or disorder that directly impacts the provision of services by the Consultant under the Agreement.

3.30.1.4 Pestilence, epidemics, inclement weather causing floods or lightning or cyclone, typhoon, or earthquake and which directly impacts the provision of services by the Consultant under the Agreement.

3.30.2 The Parties hereto agree that the following events are explicitly excluded from and do not constitute a Force Majeure Event and is solely the responsibility of the affected Party.

3.30.2.1 Strikes, collective bargaining agreements of either Party resulting in delay in the provision of Services or stoppage of work; or

3.30.2.2 Labour disputes of any kind; or

3.30.2.3 Economic hardship; or

3.30.2.4 Any act, event, or occurrence listed above or asserted as a Force Majeure Event that results materially from the negligence or intentional acts of the affected Party.

3.31 FINANCIAL BID:

Bidders are not required to submit any financial bid for this RFQ. However, after due Empanelment of Consultants, MAHAPREIT will invite financial RFQ from only successful empaneled consultants/ agencies for each work as and when requirement arises.

3.32 POST BIDDING CORRESPONDENCE:

The Consultant should note that no correspondence shall be entertained or considered after the due date and time of submission of bid unless otherwise sought by MAHAPREIT.

3.33 NOTIFICATION OF AWARD OF EMPANELMENT/CONTRACT:

The notification of award of Empanelment shall be communicated to the successful Consultant by Letter of Empanelment (LoE) by email or Registered Post/Air mail or hand delivery. In case of issuance of LoE, the same shall be followed by letter of confirmation by Registered Post/ Air Mail. The Empanelment shall be considered as having come into force from the date of issue of Letter of Empanelment (LoE) by the MAHAPREIT. This date will be called the effective date of Empanelment.

3.34 SIGNING OF AGREEMENT of EMPANELMENT:

3.34.1 The successful Consultant shall have to furnish acceptance of Letter of Empanelment (LoE) within 05 calendar days from the date of issue of Letter of Empanelment (LoE). The successful Consultant shall have to sign a formal Empanelment agreement with the MAHAPREIT within 15 calendar days from the date of issue of Letter of Empanelment (LoE). Under certain circumstances, MAHAPREIT may give an extension of time for signing of contract.

3.34.2 All charges for preparing the contract documents including legal fee, stamp fee etc. shall be borne by the successful Consultant.

3.34.3 If the successful Consultant fails to sign agreement, the same shall constitute sufficient ground for the annulment of the empanelment of Steam as a Service (SaaS) work and also the forfeiture of the EMD.

3.35 Non-Disclosure Clause: -

The Bidder acknowledges that, during the course of participation in this RFQ process, it may have access to certain confidential, proprietary, or sensitive information belonging to MAHAPREIT and/or its associated entities ("Confidential Information"). Such information may include, but is not limited to, technical data, project details, financial information, business strategies, and other materials disclosed in written, oral, or electronic form.

3.36 CONFIDENTIALITY:

3.36.1 Information relating to the examination, clarification, evaluation and comparison of Bid, and recommendations for the award of a Contract,

shall not be disclosed to Consultant(s) or any other persons not officially concerned with such process.

3.36.2 All plans, design calculations, studies, data, maps, drawings and specifications prepared by the Consultant in connection with the services to be provided by the Steam as a Service (SaaS) Services under the Agreement shall be the property of the MAHAPREIT. As and when required or upon termination of the contract, the aforesaid documents prepared specifically for the projects (including originals) shall be handed over to the MAHAPREIT.

3.36.3 The Consultant shall take all necessary steps to ensure confidential handling of all matters pertaining to plans, designs, drawings, specifications, method, and any other information developed or acquired by him from the MAHAPREIT under terms of the Contract.

3.37 INDEMNITY:

The Parties hereto agree that the Consultant shall indemnify and defend the MAHAPREIT and its representatives and employees, and hold the Owner, its representatives, employees harmless from:

3.37.1 Damages and losses caused by its negligent or intentional act or omission, or any damages and losses caused by the negligent act of any third party or sub-Consultant or agency engaged by consultant.

3.37.2 Damages and losses resulting from the non-compliance with the obligations established hereunder.

3.37.3 Any environmental damage caused by it and/or its representatives or employees or employees.

3.37.4 Breach (either directly by it or through its representatives and/or employees) of any representation and warranty declared herein by it;

3.37.5 From all claims, actions, suits, proceedings, taxes, duties, levies, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting from or arising in relation to this RFQ due to neglect, omission or intentional act of steam services.

SECTION 4 - SCOPE OF WORK

The scope of work to be performed by qualified consulting firm (the Consultant) will but is not limited to, the following tasks:

4.1 Task 1: Analysis and evaluation of existing situation of Boilers installed and steam demand; and identification of potential steam users within and outside industrial cluster and project feasibility for industrial cluster using solid waste.

Under this task the consultant(s) shall review:

- a) Study and analyze Solid Waste (SW) generation, segregation level, future prediction, SW characterization for RDF and SCF from primary and secondary sources
- b) Propose processing technology, plant capacity, land requirement, forward linkage of final products, byproducts etc. as per applicable rules, acts, and MPCB, CPCB, NGT guidelines
- c) Review and mapping of current steam demand and using primary and secondary data, project future demand
- d) Explore use of solid waste as a primary fuel in industries
- e) Study, analyze and identify deficiencies of the individual boiler, review the engineering, institutional and environmental issues
- f) Predictions on future growth of existing industries, future steam demand based on study of master plan, vision document of district, state, region for economic growth trends.
- g) Feasibility for laying steam distribution infrastructure below ground and above ground in proposed industrial sector
- h) Stakeholder consultation for willingness to avail Steam as a service
- i) Current costs of steam generation for individual boiler and extent of steam distribution cost through SaaS.
- j) Current issues and challenges for individual boiler users (environmental, institutional and financial).
- k) Estimate reduction in carbon foot print, explore earning 'Carbon credit' and decarbonization of industrial sectors by using solid waste as primary fuel and decreasing use of coal, LDO etc. in boiler
- l) Review various technology options based on their feasibility, viability and least cost analysis of each and recommend the optimal course.
- m) Outlay broad project cost and financial models for viable and sustainable project
- n) Analyze extent scope of private sector participation for providing 'Steam as Service' services.
- o) Explore collaboration with national and International funding agencies
- p) Primary consultation with MPCB, CPCB for proposed solid waste technology for environmental compliances
- q) Prepare draft feasibility of SaaS for current industrial estate/area based on above data
- r) Finalization of concept in consultation with MAHAPREIT.
- s) Preparation of Concept Presentation to MAHAPREIT management
- t) Prepare presentation and discuss it with various stakeholders and upon in principal approval start next phase of DPR

Under this task the selected consultant(s) will: Prepare the Business models, consisting MAHAPREIT role and revenue sharing as per following guidelines: -

1. Project Context for Consultant Services:

The empanelled Consultants will provide technical support to MAHAPREIT for developing projects where the primary objective is to provide '**Steam as a Service (SaaS)**' to industrial consumers. The steam will be generated by processing Solid Waste (SW) scientifically.

2. Potential Implementation Models

For the Consultant's information, the SaaS projects developed through their DPRs and bid management services are envisioned to be implemented under one of the following business models. The Consultant's role will be to develop, to analyse and recommend the most suitable model for each specific project location as part of the feasibility study and DPR.

a. **OPEX Model (Operating Expense Model):** Under this model, a Concessionaire/SaaS Provider would bear the capital expenditure for setting up and operating the steam generation and distribution infrastructure. The industrial clients would pay for steam on a recurring basis, typically based on consumption, converting their capital expenditure into an operational expense.

b. **CAPEX Model (Capital Expenditure Model):** Under this model, the capital investment for the SaaS infrastructure may arrange by MAHAPREIT through various options, the Industrial Cluster/Estates, or another project proponent. The Consultant shall explore all financing options, including retrofitting existing boiler systems where feasible.

3. Role of the Consultant:

The empanelled Consultant's responsibility, as detailed in the Scope of Work (Section 4), will be to conduct feasibility studies, prepare Detailed Project Reports (DPRs), and provide transaction advisory services. This includes analysing the techno-economic viability of the aforementioned business models and recommending the most appropriate and financially sustainable structure for each specific SaaS project undertaken by MAHAPREIT.

- Carry out appropriate 'surveys' for collection of primary and secondary data on steam demand and SW generated in nearby urban local bodies, and other sources of RDF and SCF. The survey shall include not only steam demand but also combustible solid waste generated in industries and other institutional enterprises, availability of Govt. land within and nearby industrial estate. In addition, the consultant shall review all relevant orders/notifications/bye laws /rules/associations, regulations, vision plan, master plan and environmental laws as are necessary and stakeholder consultation at appropriate stage.

4.2 Task 2: Develop a detailed Action Plan, design and preparation 'Detailed Project Report (DPR)' for scientific and environmental friendly processing of SW and, designing of 'Steam as a Service (SaaS)'

Under this task the consultant(s) will:

- a. Consultants and prepare detailed action plan for potential RDF, SCF generators in and

around proposed industrial sectors where SaaS can be implemented

- b. Consultant shall visit nearby ULBs study existing WM system, availability of RDF, SCF and other waste having high calorific value
- c. The consultant will study the availability of govt. land, tenure, any restriction on development, zoning, etc.
- d. To assess availability of Water, Power, Transmission Line, nearby STP, Sewerage, Approach road, Weighbridge etc. at proposed site.
- e. Planning, Design, Drawing, Specification, Costing of all the necessary infrastructure such as Civil (Plant Sheds, allied infrastructure such as Workshop, Store Rooms, Office Rooms, Weighbridge with Cabin, WC, Internal Road, Storm Water Drainage, Leachate Conveyance and Treatment system, Compound Wall etc.), Electrical, Mechanical, Instrumentation, etc. works), all the Equipment, usable life of Equipment, machineries, etc.) and resource (Water, Power, Land, etc.) required for SWM projects based on the requirements of the site.
- f. Provide all the minimum technical specifications of all the Equipment and infrastructure components in DPR
- g. Provide 'Alternative Options/Action Plans' for an SaaS design with a delineation of responsibilities and estimated costs for different stages, including steam generation, distribution, and operation and maintenance plan
- h. Consultant shall provide final design of the waste processing and SaaS system, along with detailed specifications using viable and innovative technology options, provide preliminary drawings and detailed cost of the project.
- i. Prepare DPR as per the requirement of funding agencies
- j. The DPR should consider scope, timeline, budget and resource requirement all the major costs, risks and strategies to mitigate them and revenue streams, anticipated in development and operation of the project.
- k. The consultant will prepare DPR on SW processing and feasibility on SaaS. The DPRs will be financially viable, environmentally sustainable, and bankability or ability to be financially self -sustaining. The consultant should suggest mechanism for resource mobilization through alternative mechanisms such as PPP and Viability Gap Funding (VGF) under various govt. schemes such as SBM, Schemes of MNRE, potential for getting fund from national and international funding agencies (WB, ADB, KFW, GIZ etc.)
- l. Project management and further maintenance, operation & management plan
- m. The final DPR will clearly delineate roles and responsibility of every partner of the project, the costs estimated to be borne by respective industrial area/estate through MAHAPREIT.
- n. The consultant will support the MAHAPREIT develop bid document and finalize contract documents and concessionaire agreements
- o. The consultant will prepare an environmental and social impact assessment and environmental and social safeguard framework applicable for the SaaS project.
- p. Develop operation and management plan along with required manpower, Water, Fuel,

Consumables etc.

- q. Prepare model for financial sustainability, report including various financial models with IRR, NPV etc.

4.3 Task: 3 Bid process management:

Under this task Consultant shall prepare bid documents as per approved financial model, implementation plan and as per the standard practices/as per the requirement of funding agencies

- a. Consultant shall prepare bid documents including prequalification criteria, conditions of contract, specifications, price bid with stages of payment
- b. Consultant shall assist MAHAPREIT in getting approval of bid documents from the respective approving authority
- c. Consultant shall evaluate bid documents received in response to NIT and prepare technical and financial evaluation report
- d. Consultant shall recommend for finalization of successful Consultant
- e. Prepare contract documents, performance guarantee, security deposit etc.
- f. Prepare documents for award of work (LOI, LOA, work order etc)

4.4 Task 4: Project management during implementation of project till commercial operation.

Under this task the consultant(s) will provide services of project coordination, progress monitoring, quality control and supervision

- a. Preparation of various documents/ plans required for obtaining statutory approvals/ sanctions.
- b. Review of and release “Good for Construction” working / detailed drawings for execution of works prepared by concessionaire. Review and comments on the drawings, if required due to site conditions or changes in site location etc.
- c. Assist Concessionaire and MAHAPREIT for obtaining statutory approvals/ sanctions from the relevant authorities such as local body, State Govt., Railways, Electricity Board, PWD, Revenue Department, Fire Department, Local Authorities, etc. wherever required.
- d. PMC shall coordinate for preparation of files, all papers /applications (wherever required, MAHAPREIT officials will sign relevant papers) on behalf of MAHAPREIT. MAHAPREIT may provide administrative support, however, It will be PMC's duty to follow up with the concessionaire and concerned departments expeditiously.
- e. Necessary statutory or approval charges shall be borne by concessionaire/MAHAPREIT.
- f. Obtain clearances related to commencement, execution and operation related to the development of this facility.
- g. Propose and recommend Clearances: The consultant shall identify and list of all required clearances / permissions in DPR, to be received from relevant authorities (State Pollution Control Board, Airport / Airfield Authorities, Flood Control/Ground water Management Authorities, environmental clearance etc.) for setting up solid waste processing plant. Details of all necessary clearances / permissions with their

status (clearance work to be initiated, clearance work in process, clearance received) should be included in the DPR)

Construction stage

- a. Construction scheduling and monitoring to ensure timely completion of the work.
- b. Submission of monthly progress report detailing the physical progress of work.
- c. Quality Assurance Plan (QAP), Quality Management Plan (QMP) and Project Monitoring, i.e. PERT/CPM/MS Projects sheet, with milestones.
- d. Deploy adequate and competent manpower at construction site to ensure quality control at concessionaire 's premises / plant location.
- e. Maintenance of site records as per the rules and regulations of Government, CVC, Internal vigilance and other instructions as received from time to time.
- f. Inspection of Project sites by the Supervisory Engineers & Project Coordinators of suitable level as per the PMC guidelines at planned intervals, along with recording of observations in the Site Order Book & other important registers, including issue of inspection notes for observations recorded during their visits of project sites, for compliance and information.
- g. Monitoring and ensuring safety norms being followed at all the times at site.
- h. Certification of concessionaire 's bills as per extant norms, including recording of test checks as per the PMC guidelines.
- i. Monitoring of adherence by the concessionaire to the time schedules, various labour laws, safety regulations, insurance policy and any other statutory requirements, supervision and inspection of work during the construction period.
- j. Supervision and inspection of work during the construction and Defect Liability Period.
- k. Intimate MAHAPREIT as and when decision, joint inspection is required to be made on behalf of MAHAPREIT.
- l. Issue of work completion certificate after successful completion of work in parts or full, after the joint survey by MAHAPREIT, PMC and Concessionaire
- m. Coordination and liaison with various outside agencies and officials of MAHAPREIT for expeditious and hindrance free / smooth execution of work

Compliance Management

- a. Maintain all documents, clearances required for various compliances, licenses, approvals and sanctions.
- b. Liaison with various government or other organizations for availing financial assistance in the form of grants/ subsidy/ incentives etc.
- c. Prepare and submit all necessary replies, compliances and justification to various department(s) as and when required.
- d. Assist MAHAPREIT to obtain statutory approvals from relevant authorities and coordinate and file all papers/applications on behalf of MAHAPREIT.
- e. Provide clarification to various technical/commercial points during execution of work.
- f. Submit completion plan & as-built drawings (two sets) on completion of the project

g. Performance, testing and commissioning:

h. SOPs and Operation Plans:

- Prepare Standard Operating Procedures for various equipment
- including protocol and troubleshooting plans.
- Prepare escalation matrix for fault and error reporting

Performance Tests and System Commissioning

Checking of completion plan and commission of works as per specification

Deliverables: Consultant shall submit following reports as per the agreed timeline

Sr. No.	Stage	Mode
1	Concept and feasibility report	Soft and hard copies 05 sets
2	Draft Detailed project report	Soft and hard copies 05 sets
3	Final Detailed project report	Soft and hard copies 10 sets
4	Bid documents	Soft and hard copies 03 sets
5	Monthly progress report	Soft and hard copies 03 sets

Section 5. Eligibility Criteria

5.1 Eligibility Criteria: Consultants empaneled with MoUD, GOI vide OM A-46020/3/2013-EA dt:27/11/2014 for providing support to the cities/towns for solid waste management are eligible.

5.1.1 Details to be furnished by Consultant: -

- 5.1.1.1** Name and year of establishment of the consultant in India;
- 5.1.1.2** Proof of existence of the consultant in India for the last 10 years;
- 5.1.1.3** General profile of the consultant indicating core competence and area of specialization and services rendered in the field of solid waste management urban area under the Swachh Bharat Mission in the last 10 years;
- 5.1.1.4** Number of professional and technical staff with qualifications and experience of each staff;
- 5.1.1.5** Value, and size, of the projects handled by the firm for the last ten years (with completion certificates);
- 5.1.1.6** Audited financial report of the firm for the last 3 years, and
- 5.1.1.7** Letter of authorization of signatory

5.2 Experience of the consultant should be supported with the following details:

- 5.2.1** Name of city(s)/town(s) for which the projects or assignments were undertaken.
- 5.2.2** Certificates from the client regarding satisfactory completion/work in progress of the projects or assignments.
- 5.2.3** Names, qualifications and experience of the staffs who were engaged in such projects or assignments.

5.3 Evaluation Criteria:

The firms who will respond to this EoI will be evaluated on the basis of the following evaluation criteria and marking.

Criteria		Maximum Marks	
Past Experience of the Firm		45	
• Number of Years' Experience of firm in rele ○ 05 years completed =05 Marks ○ More than 05 Years = 10 Marks		10	
• Experience of preparation of DPR assignments related to SW processing plants in India 02 marks each processing plant having capacity >500 TPD for ULB		10	
• Experience of assignments related to Bid process management/transaction		15	

advisor in SW management project in last seven years ○ 05 Marks for estimated project cost >500 Rs. Crores ○ 02 Marks each for estimated project cost > Rs. 100 Cr			
• Experience as Independent Engineer / Project Management Consultant for supervision and monitoring of minimum 2 (two) similar projects (including Processing and Disposal) in last 7 years PMC/TPI assignments related to SWM with ULBs ○ 05 Marks each Project cost more than Rs. 100 Cr		10	
Presentation on Approach and methodology for 'Steam as service' using solid waste in India			
Experience of Key Personnel		25	
• Team Leader cum SWM Specialist		05	
• Deputy team leader		05	
• Municipal Finance and Institutional Specialist		05	
• Environmental specialist		04	
• Civil engineer (Industrial)		03	
• Mechanical engineer (Plant and Machinery)		03	
*Qualification 40% of relevant marks of individual category			
*Relevant Experience 60% of relevant marks of individual category			
Financial Strength of the Consultant			
Presentation on Approach and Methodology for planning, design and implementation of SaaS		30	
Maximum Marks Including All Criteria		100	

Consultant secure minimum 70% marks shall be consider for further Empanelment.

5.5 Taxes/Duties: -

The PMC shall be liable and responsible for payment of all Income Tax and all other taxes, which may be levied on the Compensation, or any other professional fees received from the MAHAPREIT under the terms of this tender and shall keep the MAHAPREIT harmless against any claim / liabilities and outgoing in this behalf. GST shall be extra on quoted fees as applicable from time to time.

5.6 Exclusion:

1. Environmental Impact Assessment study, Environmental clearance report
2. Appearing before any court of law including NGT
3. Fees payable to any institution for permission, approval, liaison service, testing charges etc.
4. Signing of Empaneled Agreement with successful bidders (as mentioned in Annexure 10)

SECTION 6 –Annexures**Annexure-1****Check List of Technical bid**

Sr. No.	Particulars	Uploaded or not	Page No. in the Technical Bid
1	Service Tax registration certificate		
2	PAN Card		
3	Audited balance sheet of last three years		
4	Checklist for technical bid (Annexure-1)		
5	Covering letter (Annexure-2)		
6	Authorization letter (Annexure-3)		
7	Power of Attorney (on Stamp Paper)		
8	Details of Consultant (Annexure-4)		
9	Annual turnover (Including Net Worth Certificate) (Annexure-5)		
10	Eligible Project Experience of Consultant(Annexure-6)		
11	Experience in Detailed Project Report (DPR) Preparation for SW Processing Plants (To be submitted on the Consultant's Letterhead) (Annexure-7)		
12	Format for Submission of Details for 'Bid Process Management / Transaction Advisor' Experience (To be submitted on the Consultant's Letterhead) (Annexure-8)		
13	Team Details (CVs in specified format) (Annexure-9)		
14	Contact person for the RFQ (Annexure-10)		
15	Declaration by the Consultants Proposed (Annexure-11)		
16	Draft Empanelment Agreement (for reference) (Annexure-12)		
17	Other if any		

*** Please write page number as in the box.**

Please ensure:

- I. That all information is provided strictly in the order mentioned in the check list mentioned above.
- II. Consultants are advised to strictly confirm compliance to mentioned conditions in the RFQ document, and not to stipulate any deviation/conditions in their submission. Subsequent to technical bid submission, MAHAPREIT may or may not seek confirmations/clarifications and bid not in line with conditions of the RFQ shall be liable for rejection.

III. Any clarification/confirmation consultant may require shall be obtained from MAHAPREIT before submission of the bid. Consultants shall submit complete bidding document including subsequent amendment, modification and revision, duly signed and stamped as a token of having read, understood and accepted all the terms and condition mentioned therein.

(Signature of Authorized Signatory)

Name:

Designation:

Company Seal

Annexure-2
Covering Letter
(On Consultant's letterhead)

From:

To,
Managing Director,
MAHAPREIT,
BKC, Mumbai

Sub: Submission of Bid in response to RFQ No.: MAHAPREIT/SAAS-CON/RFQ--11/2025 for Empanelment of Consultants on Success Fee Basis for 'Steam as a Service' Project

I/we _____ hereby submit our bid for the Empanelment of Consultants for providing technical support for scientific processing of solid waste and implementation of 'Steam as a Service' in industrial sectors.

1. We hereby declare that we have examined the complete RFQ document, including all annexures, corrigenda (if any), and instructions to Consultants. We confirm that our bid is in full conformity with the said documents.
2. We agree to abide by this bid for a period of 120 days from the date of bid opening, as specified in the RFQ.
3. We understand that this bid, together with your written acceptance and notification of award (Letter of Empanelment), shall constitute a binding contract between us until a formal agreement is executed.
4. We hereby confirm that all information and statements provided in this bid are true and correct. We accept that any misrepresentation or false information shall lead to our disqualification and forfeiture of the EMD.
5. We understand that MAHAPREIT is not bound to accept any bid received and reserves the right to reject any or all bids without assigning any reason.

Signature..... In the capacity of..... Duly authorized to sign bid for and on behalf of.....

Date..... Place.....

Yours faithfully,

Signature & Seal
Full Name & Address

Annexure-3

Format of Power of Attorney for Signing Bid Authorization letter

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Know all men by these presents, we..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr. /Ms..... (name and residential address) who is presently employed with us and holding the position of..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our application for Empanelment of Agencies for Steam as a service provider in Maharashtra and other states, including signing and submission of all documents and providing information to MAHAPREIT, representing us in all matters before [Insert Name], and generally dealing with MAHAPREIT in all matters in connection with our application for the said Empanelment. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

_____Signature

Accepted by

..... (Signature)

(Name, Title and Address of the Attorney)

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Annexure 4: Details of Consultants

Sr. No.	Particulars / Details	Individual Consultant Company
1.	Name of the company	
2.	Date of incorporation and /or Commencement of Business	
3.	Brief description of the Consultant's main line of business	
4.	Name & Designation of Authorized Signatory for Correspondence (Attach Power of Attorney)	
5.	Permanent Account Number (PAN)/TIN (Attach proof)	
6.	Firm's Registration Number (Attach proof)	
7.	GST Registration Number (Attach proof)	
8.	Details of individual (s) who will serve as the point of contact / communication for Authority with the Consultant:	
a.	Name	
b.	Designation	
c.	Company/Firm	
d.	Address:	
e.	Mobile Number	
f.	Email Address	
g.	Fax Number	
5.	Details of Authorized Signatory of Consultant	
a.	Name	
b.	Designation	

c.	Company/Firm	
d.	Address:	
e.	Mobile Number	
f.	Email Address	
g.	Fax Number	
9.	Other details and remarks, if any	

Annexure-5
[On the letterhead of Bidding Company]

To,
Managing Director,
MAHAPREIT.
BKC, Mumbai.

Dear Sir,

Sub: Empanelment of Consultants on success fee basis for providing technical support to the MAHAPREIT for scientific processing of Solid Waste for providing 'Steam as a Service (SaaS)' in Maharashtra, Gujarat and Goa.

We certify that the Bidding Company had an average Annual Turnover of ₹. -----
----- based on audited annual accounts of the last three years **(FY 2022-23, FY 2023-24, FY 2024-25)** for Steam as a Service (SaaS) works in Industries/ Buildings/organizations/institutes.

Authorized Signatory
holder)

Statutory Auditor (Power of Attorney

(Stamp & Signature)

Date:

Sr.No.	Consultant type	Annual Turnover (In Rs. Lacs)		
		FY 25-24	FY 24-23	FY 23-22
1.	In case of Individual Consultant Company			
	Average of 3 years			

Consultant must submit Audit report and CA certificate with UDIN.

Part B: Net Worth Certificate

We further certify that our company had a **positive net worth** as of the end of the last financial year **(FY 2024-25)**. The relevant details are as follows:

Particulars

Amount (in Rs.)

Net Worth as on 31st March, 2025

(As defined in the Companies Act, 2013)

We confirm that the information provided above is true and correct to the best of our knowledge and belief.

Authorized Signatory

(Power of Attorney holder)

Name:

Designation:

Statutory Auditor / Chartered Accountant

(Name, Firm Name, Signature, Seal & UDIN)

Date:

Annexure-6: Eligible Project Experience of Consultant

(List only those works, which are similar to the proposed works for which the Qualification Information is submitted) (Please attached the Work Orders and Work Completion Certificate of each project)

Preparation of DPR in SW Project Experience							
No .	Name of the project and Location	Brief Project Description	Population	Capacity above 500 TPD	Project Award Date	Project Completion Date/ expected completion date	Project Value (in Rs.)

IE/ PMC/TPI in SW project Project Experience						
No.	Name of the project and Location	Brief Project Description	Population	Project Award Date	Project Completion Date/ expected completion date	Project Value (in Rs.)

Bid process management/transaction advisor in SW management						
No.	Name of the project and Location	Brief Project Description	Population	Project Award Date	Project Completion Date/ expected completion date	Project Value (in Rs.)

SW processing in India on innovative technology						
No.	Name of the project and Location	Brief Project Description	Population	Project Award Date	Project Completion Date/ expected completion date	Project Value (in Rs.)

Submit work order and/or certificate of relevant project claiming eligibility

Annexure- 7

Experience in Detailed Project Report (DPR) Preparation for SW Processing Plants

(To be submitted on the Consultant's Letterhead)

Consultant/Firm Name: [Insert Name of Consultant/Firm]

RFQ Reference No.: MAHAPREIT/SaaS-CON/RFQ--11/2025

Instructions:

1. Use this annexure to list **only** those projects where your firm was responsible for preparing the Detailed Project Report (DPR) for Municipal Solid Waste (SW) processing plants in India.
2. **Eligibility for Marks:** To be eligible for scoring under the criterion "Experience of preparation of DPR assignments related to SW processing plants in India – 02 marks each processing plant having capacity >500 TPD for ULB", the project must have a designed or proposed processing plant capacity **greater than 500 Tons Per Day (TPD)** for an Urban Local Body (ULB).
3. List projects in chronological order, with the most recent project first.
4. **Supporting Documents:** You must attach the Work Order/Appointment Letter and the Completion Certificate/Certificate of satisfactory submission from the client for **each** project listed below. Bids without supporting documents will not be considered for evaluation under this criterion.

I/We hereby declare that the information provided in this annexure is true and correct to the best of our knowledge. We understand that any misrepresentation will lead to disqualification.

Details of DPR Preparation Assignments for SW Processing Plants (>500 TPD)

Sr. No.	Name of Project & Location (City/Town, State)	Name of Client (ULB/Govt. Authority)	Brief Scope of DPR Assignment (e.g., Technology proposed, key components)	Capacity of SW Processing Plant (in TPD)	Date of Award of DPR Assignment	Date of Submission of Final DPR	Value of DPR Assignment (in Rs.)	Attached Supporting Document Ref. (e.g., Appendix A, B)
1.								
2.								
3.								
4.								
5.								

Declaration by Consultant:

We confirm that the projects listed above meet the specified criteria for DPR preparation for SW processing plants with a capacity exceeding 500 TPD for ULBs. The necessary supporting documents for each project are attached with our bid submission.

(Signature of Authorized Signatory)**Name:****Designation:****Company Seal****Date:**

Annexure- 8

Format for Submission of Details for 'Bid Process Management / Transaction Advisor' Experience

(To be submitted on the Consultant's Letterhead)

Ref.: RFQ No.: MAHAPREIT/SaaS-CON/RFQ--11/2025

This annexure shall be used to claim marks for the experience criterion: "**Experience of assignments related to Bid process management/transaction advisor in SW management project in last 7 years.**"

Instructions:

1. List only those projects where your firm was formally appointed as the **Bid Process Manager** or **Transaction Advisor**.
2. The project must be in the **Municipal Solid Waste (SW) management** sector.
3. The assignment must have been undertaken within the last seven (7) financial years, counting backwards from 2024-25.
4. For each project listed, a copy of the **Work Order / Appointment Letter** and the **Satisfactory Completion Certificate** (or similar proof of engagement) from the client must be attached. The documents must clearly indicate the role of the Consultant and the estimated project cost.
5. Entries not supported by the requisite documents will not be considered for evaluation.

Project 1:

1. **Project Name & Location:**
2. **Client:**
3. **Scope of Services:**
4. **Estimated Project Cost (Rs. Cr.):**
5. **Appointment Date:**
6. **Completion Date:**
7. **Documents:** Work Order, Work Completion Certificate.

Project 2:

1. **Project Name & Location:**
2. **Client:**
3. **Scope of Services:**
4. **Estimated Project Cost (Rs. Cr.):**
5. **Appointment Date:**
6. **Completion Date:**
7. **Documents:** Work Order, Work Completion Certificate

Declaration by the Consultant:

We hereby declare that the information provided in this Annexure-11 is true and correct to the best of our knowledge. We understand that any misrepresentation will lead to disqualification from the bidding process and forfeiture of the EMD.

Signature of Authorized Signatory:

Name:

Designation:

Company Seal:

Annexure 9: Proposed Team Details

Please provide the details of your core team members in the table below. A CV for each member must be attached using the format provided.

5.1 Proposed Team

Ref. No.	Position	Min. Qualification	Min. Experience	Proposed Candidate's Name	Years of Experience	I confirm the candidate meets all criteria (Yes/No)
5.1.1	Team Leader & SWM Specialist	M.E. Civil/Environment	25 Years			
5.1.2	Deputy Team Leader	M.E. Civil/Environment	15 Years			
5.1.3	Finance & Institutional Specialist	Post Graduate in Finance/MBA/CA/ICWA or equivalent	10 Years			
5.1.4	Civil Engineer (Industrial)	B.E. Civil	10 Years			

5.1.5	Mechanical Engineer (Plant & Machinery)	B.E. Mechanical	07 Years			
-------	--	-----------------	----------	--	--	--

CV FORMAT FOR TEAM MEMBERS

(Use one sheet per team member)

1. **Proposed Position:**

2. **Name of Candidate:**

3. **Name of Consultancy Firm:**

4. **Educational Qualification:**

(List degrees, university, and year)

5. **Total Years of Experience:**

6. **Relevant Experience for this Role:**

(Number of years)

7. **Key Projects & Experience:**

(Briefly describe 2-3 most relevant projects, your role, and project value/capacity)

○ Project 1:

○ Project 2:

○ Project 3:

8. **Specific Experience:**

○ Experience with DPR for SW Projects: (Yes/No) Briefly describe

○ Experience with National/International Funding Agencies: (Yes/No)- Name of Agency

9. **Declaration:**

I confirm the information above is true and correct, and I am available for this assignment.

Signature of Candidate: _____

Date: _____

Authorized Signatory (Consultant):

Name: _____

Signature: _____ **Seal:**

Annexure-10
Contact Person for the RFQ

[On the letterhead of Bidding Company]

1	Contact Person name for RFQ	
2	Designation	
3	Contact No. (phone & mobile)	
4	e-mail ID	
5	Corresponding address with Pin code	
6	Remarks	

(Signature of Authorized Signatory)

Name:

Designation:

Company Seal:

Annexure- 11
Declaration by the Consultant
(To be submitted in the official letter head of the company)

I/We _____ (here in after referred to as the B) being desirous of applying for the Empanelment for _____ work under the above-mentioned tender (RFQ) and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the tender (RFQ) document, DO HEREBY DECLARE THAT

1. The Consultant is fully aware of all the requirements of the tender (RFQ) document and agrees with all provisions of the tender (RFQ) document.
2. The Consultant is capable of executing and completing the work as required in the tender (RFQ).
3. The Consultant accepts all risks and responsibilities directly or indirectly connected with the performance of the tender.
4. The Consultant has no collusion with any employee of MAHAPREIT or with any other person or firm in the preparation of the bid.
5. The Consultant has not been influenced by any statement or promises of MAHAPREIT or any of its employees, but only by the tender document.
6. The Consultant is financially solvent and sound to execute the work.
7. The Consultant is sufficiently experienced and competent to perform the contract to the satisfaction of MAHAPREIT.
8. The information and the statements submitted with the tender (RFQ) are true.
9. The Consultant is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
10. The Consultant has not been debarred from similar type of work by any State/ Central Government Dept. /PSU/Undertaking.

(Signature of Authorized Signatory)

Name:

Designation:

Company Seal:

Annexure- 12: - Draft Empanelment Agreement

This Empanelment Agreement ("Agreement") is made and entered into on this _____ day of _____, 2025, at Mumbai, Maharashtra.

BY AND BETWEEN:

Mahatma Phule Renewable Energy & Infrastructure Technology Ltd. (MAHAPREIT), a Government of Maharashtra Undertaking, having its registered office at B-501 Pinnacle Corporate Park, Bandra Kurla Complex, Bandra East, Mumbai – 400051 (hereinafter referred to as the "**Authority**" or "**MAHAPREIT**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

OF THE FIRST PART

AND

_____, a [company/LLP/firm] registered registered under the laws of India, having its registered office at-----, (hereinafter referred to as the "**Agency**" or the "**Consultant**" or the "**ESCO**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, legal representatives and permitted assigns)

OF THE SECOND PART

(MAHAPREIT and the Agency shall hereinafter collectively be referred to as the "Parties" and individually as a "Party")

WHEREAS:

- A. MAHAPREIT issued a Request for Qualification (RFQ No. MAHAPREIT/SaaS-CON/RFQ–11/2025) dated -----, inviting proposals from eligible agencies for empanelment to undertake-----.
- B. The Agency submitted its response to the said RFQ and has been found eligible for empanelment as per the terms and conditions stipulated therein.
- C. MAHAPREIT has agreed to empanel the Agency to participate in future projects, on a non-exclusive basis, subject to the terms and conditions set forth herein.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- a. All capitalized terms used but not defined herein shall have the same meaning as assigned to them in the RFQ document.
- b. The headings in this Agreement are for convenience only and shall not affect its interpretation.

2. SCOPE OF EMPANELMENT AND SERVICES

- a. The Agency is hereby empanelled for a period of two (2) years from the Effective Date (the "Empanelment Period") to undertake the scope of services as detailed in the RFQ for **[Insert specific service, e.g., "Design, Installation, Commissioning and Operating of Active Magnetic Bearing Energy-Efficient Turbo Blowers for STPs via ESCO Mechanism" OR "Providing technical consultancy for 'Steam as a Service (SaaS)' projects"]**.

b. The actual allocation of work will be through subsequent project-specific contracts, work orders, or financial bids ("Project Contracts") invited exclusively from empanelled Agencies. This Agreement does not constitute a guarantee of any minimum quantum of work or payment.

c. The specific scope, deliverables, timelines, and commercial terms for each project shall be exclusively governed by the respective Project Contract.

3. TERM AND TERMINATION

a. This Agreement shall be valid for a period of twenty-four (24) months from the Effective Date.

b. MAHAPREIT may, at its sole discretion, extend this Agreement for a further period of one (1) year by issuing a written extension notice.

c. Either Party may terminate this Agreement by giving thirty (30) days' prior written notice to the other Party.

d. MAHAPREIT may terminate this Agreement with immediate effect by written notice if the Agency:

i. Commits a material breach of this Agreement and, if such breach is remediable, fails to remedy it within thirty (30) days of notice;

ii. Becomes insolvent, bankrupt, enters into liquidation, or has a receiver or administrator appointed over its assets;

iii. Is found to have provided false, incorrect, or misleading information in its bid or during the empanelment process;

iv. Fails to maintain the eligibility criteria as stipulated in the RFQ during the Empanelment Period;

v. Is blacklisted or debarred by any government authority or public sector undertaking.

4. OBLIGATIONS OF THE AGENCY

a. The Agency shall maintain its eligibility, including all necessary registrations (GST, PAN, etc.), certifications (ISO, etc.), and technical competencies throughout the Empanelment Period.

b. The Agency shall promptly respond to and submit financial and technical bids for Project Contracts as and when requested by MAHAPREIT.

c. The Agency shall comply with all applicable laws, regulations, and standards in the performance of any Project Contract.

d. The Agency shall not assign, subcontract, or outsource any part of the services under a Project Contract without the prior written consent of MAHAPREIT.

e. The Agency shall pay a one-time, non-refundable empanelment fee of ₹50,000/- (Indian Rupees Fifty Thousand only) plus applicable GST, prior to the execution of this Agreement.

5. PAYMENT AND SUCCESS FEE MODEL (Applicable for Consultancy Services)

a. For consultancy services (e.g., SaaS), the Agency acknowledges and agrees that payment shall be on a 'Success Fee Basis'.

b. The Agency shall be eligible for payment **only upon successful implementation** of a project and **only after MAHAPREIT has received the corresponding payment** from the end-client (e.g., ULB, Industrial Estate).

c. If a project is not implemented for any reason whatsoever, including but not limited to cancellation, non-approval, or funding issues, **no payment or claim of any nature shall be due to the Agency** from MAHAPREIT. The Agency bears all risks related to project development until successful implementation and payment receipt by MAHAPREIT.

6. PERFORMANCE STANDARDS (Applicable for ESCO Services)

a. For ESCO-based projects (e.g., Turbo Blowers), each Project Contract shall be a Performance-

Based Contract.

b. The Agency shall guarantee a minimum energy savings as specified in the Project Contract, which shall not be less than 30% over the established baseline.

c. The Project Contract will include detailed Measurement and Verification (M&V) protocols, penalties for shortfalls in performance, and a contract duration, typically spanning a minimum of eight (8) years.

7. CONFIDENTIALITY

a. The Agency shall maintain strict confidentiality of all proprietary information, data, designs, and documentation obtained from MAHAPREIT or generated during the course of its engagement.

b. This obligation of confidentiality shall survive the termination or expiration of this Agreement for a period of five (5) years.

8. INTELLECTUAL PROPERTY

a. All project-specific designs, reports, drawings, data, documents, and any other material prepared by the Agency in connection with the services provided under any Project Contract ("Project IP") shall be the sole and exclusive property of MAHAPREIT.

b. Upon request or termination, the Agency shall promptly deliver all Project IP, including originals and copies, to MAHAPREIT.

9. INDEMNITY

The Agency shall indemnify, defend, and hold harmless MAHAPREIT, its officers, employees, and representatives from and against any and all claims, losses, damages, liabilities, costs, and expenses (including legal fees) arising out of or in connection with:

a. The Agency's breach of this Agreement or any Project Contract;

b. Any negligent or intentional acts or omissions of the Agency, its employees, or its subcontractors;

c. Any failure by the Agency to comply with applicable laws; or

d. Any third-party claims concerning the services provided by the Agency.

10. CONFLICT OF INTEREST

The Agency declares that it has no conflict of interest that may impair its ability to provide impartial and objective services to MAHAPREIT. The Agency shall immediately disclose in writing any potential conflict of interest that may arise during the Empanelment Period.

11. DISPUTE RESOLUTION AND ARBITRATION

a. The Parties shall use their best efforts to settle amicably any dispute arising out of or in connection with this Agreement through mutual discussions within thirty (30) days of a written notice from either Party.

b. Any dispute that cannot be settled amicably shall be referred to and finally resolved by arbitration under the rules of the **Mumbai Centre for International Arbitration (MCIA)**. The arbitral tribunal shall consist of a sole arbitrator appointed by MCIA. The seat of arbitration shall be Mumbai, and the proceedings shall be conducted in English.

c. The decision of the arbitral tribunal shall be final and binding on the Parties.

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India. The courts at Mumbai shall have exclusive jurisdiction over all matters arising out of or in connection with this Agreement.

13. FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to a Force Majeure Event, as defined in the RFQ. The affected Party shall notify the other Party promptly of such an event and shall use reasonable efforts to mitigate its effects.

14. MISCELLANEOUS

a. **No Partnership:** This Agreement shall not be construed as creating a partnership, joint venture, or agency relationship between the Parties.

b. **Entire Agreement:** This Agreement, together with the RFQ and its annexures, constitutes the entire understanding between the Parties and supersedes all prior discussions and agreements.

c. **Notices:** All notices under this Agreement shall be in writing and sent to the registered addresses of the Parties via email, registered post, or courier.

d. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Empanelment Agreement on the day and year first above written.

For and on behalf of MAHAPREIT:

(Signature)

Name:

Designation:

[Seal]

1. Signature: -

Name:

Designation:

For and on behalf of [Agency Name]:

(Signature)

Name:

Designation:

[Seal]

WITNESSES:

2. Signature: -

Name:

Designation: